

**Notice to Offerors**

**Request for Proposals**

**# 1004366**

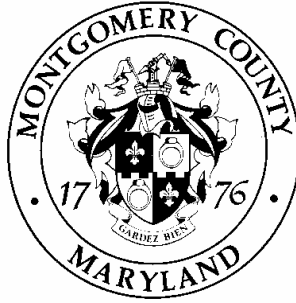
**Avery Road Treatment Center: Residential Detoxification  
and Intermediate Care Services (Levels III.7D and III.7)**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website ([www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." Also, the Wage Requirements law ("Living Wage") is available at the same website.



## REQUEST FOR PROPOSALS

RFP# 1004366

Avery Road Treatment Center: Residential Detoxification  
and Intermediate Care Services (Levels III.7D and III.7)

**March 14, 2011**

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

**One original and 5 copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 PM on April 14, 2011,** to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

**There will be an optional pre-submission conference at 1:30 PM on March 30, 2011 at 14703 Avery Road, Rockville, MD 20853.**

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact **Dr. Jennifer Vidas at (301) 279-1228.**

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact **Samuel Flood at (240) 777-9946.**

**(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)**

<b>This is a Services Contract (see Section A, Services Contract):</b>	<input checked="checked" type="checkbox"/>
<b>or</b>	
<b>This is a Construction Contract (See Attachment H):</b>	<input type="checkbox"/>
<b>or</b>	
<b>This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):</b>	<input type="checkbox"/>

David E. Dise, Director  
Department of General Services

Revised 08/10

RFP #1004366  
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Montgomery County, Maryland  
Acknowledgment Page

**ACKNOWLEDGMENT**

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: \_\_\_\_\_

Printed Name and Title of  
Person Authorized to Sign Proposal: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

**ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES**

The following provisions are applicable to this solicitation:

**ACCEPTANCE TIME**

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

**ACKNOWLEDGMENT**

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

**CONTRACT DOCUMENTS**

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

**DETERMINATION OF RESPONSIBILITY**

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

#### JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)  
Montgomery College (MC)  
Montgomery County Public Schools (MCPS)  
Montgomery County Revenue Authority  
Montgomery County Housing Opportunities Commission (HOC)  
Washington Suburban Sanitary Commission (WSSC)  
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

#### LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

#### MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

#### MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

#### OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

#### PAYMENT TERMS

The County's payment terms are net thirty (30) days.

## PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

## PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

## PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

## PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends



supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

### PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: [www.montgomerycountymd.gov/content/DGS/pro/public\\_awards.asp](http://www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp).

### QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

### QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

### SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

### SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at [http://www.montgomerycountymd.gov/content/DGS/PRO/public\\_solicitations.asp](http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp) periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

**SOLICITATION PREPARATION EXPENSES**

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

**VERBAL EXPLANATIONS**

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

**END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES**

**SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR****1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

**2. AMERICANS WITH DISABILITIES ACT**

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

**3. APPLICABLE LAWS**

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

**4. ASSIGNMENTS AND SUBCONTRACTS**

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

**5. CHANGES**

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

**6. CONTRACT ADMINISTRATION**

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardes/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

**RFP #1004366**

**TABLE A. - INSURANCE REQUIREMENTS**  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

\*Professional services contracts only

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RFP #1004366

TABLE B. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

**(Remainder of Page Intentionally Left Blank)**

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY



**RFP #1004366**

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**  
PMMD-45. REVISED 04/01/10

## SECTION C - SCOPE OF SERVICES:

### I. BACKGROUND/INTENT

The County requires a program of non-hospital detoxification services (Level III.7.D) for up to 20 alcohol and/or drug dependent individuals and/or individuals with co-occurring disorders including substance abuse and mental health. The County also requires a program of intermediate care services (Level III.7) for up to 40 alcohol and/or drug dependent adults and/or adults with co-occurring disorders. These programs must be based on the disease model of addictions and incorporate evidence-based practices designed to improve client retention and increase motivation to continue in further treatment. Both of these programs will be operated and managed in a facility provided by the County<sup>1</sup>.

The County expects that the program provided under the contract awarded as a result of this solicitation will incorporate principles and practices consistent with Recovery-Oriented Systems of Care (ROSC). Specifically, the program will implement practices such as Motivational Enhancement (ME), Peer-Led Case Management (PCM), and involving people in recovery and their family members as advisors in developing a recovery support network. The program will also have the capacity to offer pharmacotherapy as an adjunctive treatment to individuals with alcohol or opiate dependence.

### II. SCOPE OF SERVICES

A. The Offeror must operate and manage an integrated continuum of residential detoxification (Level III.7.D) and intermediate care services (Level III.7) for adult Montgomery County residents experiencing acute symptoms of withdrawal from alcohol and/or other drugs and persons who may have co-occurring mental health and substance abuse disorders. Level III.7.D services will provide non-hospital detoxification for a minimum of 14 alcohol and/or drug dependent adult men and women; Level III.7 services will provide intermediate care services for a minimum of 35 alcohol and/or drug dependent individuals, in keeping with State standards under Code of Maryland Regulations (COMAR) Title 10, Subtitle 47 promulgated by the Alcohol and Drug Abuse Administration (ADAA).

B. The Offeror may operate and manage an additional capacity of up to six (6) detoxification (Level III.7.D) and up to five (5) intermediate care (Level III.7) slots to be funded on a fee-for-service basis with revenue from consumer self-pay, third-party reimbursement, or through contractual agreements with a government entity.

C. The Offeror must operate and manage these programs in a smoke-free facility owned by the County and located at 14703 Avery Road, Rockville, Maryland. This facility is known as Avery Road Treatment Center (ARTC). Within 45 days of Contract award, the successful Offeror (Awardee) must sign a space license agreement with the County for the use and occupancy of the County's facility with the Department of General Services, Office of Real Estate. As more particularly stated in the space license, trash and snow removal, periodic grass mowing and costs of utilities such as water, electric and sewer will be the responsibility of the County. The Offeror will be responsible for facility repairs in the event of Offeror negligence.

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<sup>1</sup> Montgomery County may initiate a construction project on this facility during the life of the contract to be awarded under this RFP. If that occurs the contractor must cooperate with the Department of General Services and other entities involved with pre-construction and construction activities.

D. The Offeror must enter and maintain client data in the State of Maryland Automated Record Tracking (SMART) or successor data management information system in accordance with established State and County procedures. All required data for the State Addiction Management Information System (SAMIS) must be transmitted electronically through SMART to ADAA monthly (by the 10<sup>th</sup> day of the subsequent month).

E. The Offeror must maintain, throughout the term of the Contract, the administrative and supervisory capacity to operate both a Level III.7.D and Level III.7 program in accordance with applicable COMAR (i.e., §§10.47.02.09 and 10.47.02.10) provisions. In consideration of the Affordable Care Act (ACA) and Maryland's commitment to expanding access to services, the Offeror is encouraged to obtain additional certification to provide Level II.1 intensive outpatient services, as well as approval from the Mental Hygiene Administration to operate as an Outpatient Mental Health Clinic. In addition, the Offeror must ensure that all members of its staff providing services under the Contract have:

1. knowledge of and experience with issues affecting alcohol and/or drug dependent adult men and women and those with co-occurring mental health disorders;
2. knowledge of and experience with community resources related to the treatment of adult men and women who are alcohol and/or drug dependent and those with co-occurring mental health disorders;
3. knowledge of and experience with practices consistent with Recovery-Oriented Systems of Care (ROSC), including engaging families and communities to support clients as they move from residential to community-based treatment ancillary supports, and providing peer mentors who are in recovery;
4. knowledge of and experience with the application of evidence-based practices that improve treatment admission, engagement, and retention rates for this level of residential care;

F. The Offeror must employ or retain through contract a sufficient number of qualified staff to provide direct services to consumers in order to satisfy requirements under COMAR §§10.47.02.09 and 10.47.02.10 and the approved Certificate of Need (CON) for ARTC. The number of staff must be sufficient to maintain a residential facility and program operations that serve consumers 24 hours per day, seven days per week. There must be at least two employees on duty between the hours of 11 pm and 7 am who have had training in crisis management, one of whom must be a registered nurse (RN) or practical nurse (LPN) credentialed under the Health Occupations Article, Annotated Code of Maryland and have and maintain applicable certification or licensure. The Offeror must ensure that two staff members who are certified to perform CPR are on duty at all times. Staff (employee or contractor personnel) providing direct services to consumers must, at a minimum, include each of the following:

1. one Executive Director (full or part-time) who has a master's degree in counseling or a related field and licensed at a clinical level as regulated under the Health Occupations Article, Annotated Code of Maryland.
2. one Clinical Director (full-time) who has a master's degree in counseling or a related field regulated under the Health Occupations Article, Annotated Code of Maryland and applicable certification or licensure, and who must be approved to supervise alcohol and

drug counselors and trainees by the Board of Professional Counselors and Therapists. The Clinical Director must have five or more years of experience as a supervisor or program director with progressive responsibility in oversight and clinical operation of a residential substance abuse treatment program, and have at least two years of experience in the treatment of co-occurring disorders. The Clinical Director will serve as the primary liaison with the County's Contract Administrator and with allied community agencies. The County retains approval rights over the selection of the candidate to fill this position.

3. one Clinical Supervisor who has a master's degree in counseling or a related field regulated under the Health Occupations Article, Annotated Code of Maryland, and certification or licensure as an alcohol and drug counselor by the Board of Professional Counselors and Therapists or is approved to supervise by the Board of Professional Counselors and Therapists. The County prefers, but does not require, that the Clinical Supervisor have three or more years of experience as a supervisor or program director with progressive responsibility in oversight and clinical operation of a residential substance abuse treatment program, and at least two years of experience in the treatment of co-occurring disorders.
4. sufficient full-time certified or supervised alcohol and drug counselors to meet the requirements set forth under COMAR §10.47.02 for provision of all levels of care provided by the ARTC program. The County prefers, but does not require, that the Offeror provide at least one Counseling Supervisor or Lead Counselor who has a master's degree and licensure with at least two years experience in substance abuse or co-occurring disorders treatment, and employ the equivalent of one Certified Associate Counselor-Alcohol and Drug (CAC-AD) for every three counselors or trainees.
5. a Director of Nursing who is a licensed registered nurse and possesses at least a Bachelor's degree and two years of relevant work experience in the management of medical protocols and complications associated with acute and post-acute withdrawal from alcohol, opiates and other drugs of abuse.
6. a sufficient number of licensed nurses to provide nursing services to consumers during all hours of operation. At least eight hours of each day, five days per week, a licensed registered nurse must be on duty. The remaining coverage may be provided by appropriately credentialed LPNs.
7. a sufficient number of physician, physician assistant, or nurse practitioner hours to permit completion of a physical examination within 24 hours of client admission, as well as an initial assessment documenting medical necessity within 36 hours of client admission. A physician, physician's assistant, or nurse practitioner must be available on-call 24 hours per day. The CON for this facility requires that a physician be present at the facility at least one hour per day, seven days per week. (This requirement may be satisfied under the Contract by a physician's assistant or nurse practitioner).
8. a sufficient number of employees or contractual staff to provide admission and treatment services to persons who require special accommodations, including those with Limited English Proficiency, hearing and speaking disabilities, and physical and mental disabilities.

9. a sufficient number of culinary staff or subcontractors to prepare three meals per day, seven days per week for consumers. The Offeror must ensure that the dietary service has or contracts with a registered dietician licensed under Health Occupations Article, § 85-101 to develop and implement the food service operation. The Offeror must ensure that the facility has and maintains a Food Service Facility License from the Montgomery County DHHS Licensure and Regulatory Services (255 Rockville Pike, Suite 100, Rockville), and must employ at least one certified Food Service Manager who will be on site during food preparation and service.

10. a sufficient number of employees or contractual staff to provide secretarial, office management, billing, and housekeeping support for the facility, consumers, and employees of the program.

In addition, the Offeror must:

11. designate a physician as the Medical Director responsible for the direction of medical care in the facility. This individual must have admitting privileges to the local hospital designated by the Contract Administrator as the Level IV.7D inpatient facility serving County residents, and must serve as the patient's attending physician. The County prefers that this practitioner be approved to prescribe Buprenorphine.

12. retain the services of a psychiatrist for the direction of mental health care, who is capable of providing initial assessment and medication management for patients who may have chronic and persistent mental disorders, co-occurring disorders and/or an Axis I diagnosis secondary to a substance abuse disorder. The County prefers that this practitioner be approved to prescribe Buprenorphine.

G. The Offeror must incorporate American Society of Addiction Medicine (ASAM) Patient Placement Criteria for admission, discharge and continued stay, and in all treatment plans address all of the functional domains delineated in the Treatment Assignment Protocol or other approved assessment instrument.

H. The Offeror must establish clinical and operational policies and procedures that meet COMAR requirements (§10.47.02.09 Medically Monitored Intensive Inpatient Treatment and §10.47.02.10 Detoxification Services) and are sufficient for Office of Healthcare Quality (OHCQ) certification for multiple levels of care. These policies and procedures must be set forth in a manual to be reviewed and approved by the County's Contract Administrator within 90 days of Contract execution. This manual must include:

1. program goals and objectives;
2. the objective behavioral criteria, incorporating ASAM, that measure consumer progress;
3. a description and justification of the primary diagnostic and treatment modalities utilized by the programs within the chronic disease model of addiction; such modalities must incorporate evidence-based practices that improve retention and increase motivation to continue in further treatment;

4. a description of therapeutic activities available for consumers receiving residential services in the non-hospital detoxification (Level III.7.D) program (these services may last from one to ten days);
5. a description of program services in the less acute intermediate level of care (Level III.7) or intensive outpatient (Level II.1) protocol for consumers who will receive services for a variable length of stay, typically from 14 to 28 days maximum. There must be a minimum of 36 hours per week of therapeutic activities, including but not limited to: individual, group, and family counseling sessions, substance abuse or co-occurring education programs, motivational enhancement, peer counseling, and case management, as well as smoking cessation, health and nutritional education programs. All of these activities must reflect relevant ASAM dimensions, COMAR §10.47.02, and evidence-based practices;
6. a plan to promote connections with and involvement of people in recovery and family members as advisors in developing a recovery support network. The plan should include self-help supports such as 12-step programs, while encouraging clients to pursue sober/supportive housing, find meaningful employment and/or volunteer or educational activities post-discharge, and attend community-based treatment for substance abuse, mental health or co-occurring disorders;
7. a plan to provide family care services, including addiction and/or co-occurring disorders education, and support services to consumers' families. Services provided must comply with federal, state and local laws and regulations regarding patient privacy and confidentiality of substance abuse treatment;
8. a plan to coordinate referrals for clients to continued alcohol and/or drug dependent treatment and/or co-occurring disorders treatment, including continuation of any pharmacotherapies that support those with a primary diagnosis of Opioid and/or Alcohol Dependence, and medication management for those with diagnosed mental health conditions;
9. a plan to coordinate the provision of services with the County's continuum of substance abuse treatment, as well as with the mental health, criminal justice, child welfare and homeless systems;
10. an organizational chart showing the relationship between and the function of all program staff and administrators;
11. a plan to provide and implement the following services for each consumer admitted to and residing in the program:
  - (a) housekeeping, linens, laundry facilities and personal hygiene products;
  - (b) daily meal service (breakfast, lunch, dinner & snacks); and
  - (c) assistance in application for entitlements such as Primary Adult Care (PAC), Medical Assistance, and/or other benefits for which the consumer may be eligible
12. a plan to adhere to the County's Department of Health and Human Services mandate to serve indigent and vulnerable adults who do not have access to substance abuse treatment through private insurance or self-pay mechanisms, and to meet public health and public safety needs of the County.

13. a plan describing the organization and delivery of dietary services (COMAR §10.47.01.05);

14. a mechanism and a written protocol to transport consumers in an Offeror-provided vehicle from the referral site to ARTC, and for provision of other services for consumers as determined to be appropriate by the Offeror. The Offeror's vehicle must be well-maintained, insured, and registered in the State of Maryland. The Offeror must ensure that any driver providing transportation services under this Contract has a current valid driver's license. Approved drivers must not have had a suspended license or acquired more than four points for moving violations within the prior two years, and must be without serious infractions such as reckless driving, driving while impaired, or leaving the scene of an accident, for a period of at least five years.

I. The Offeror must establish clinical and medical practice guidelines in the form of written policies and procedures that meet COMAR requirements (10.47.02.09 Medically Monitored Intensive Inpatient Treatment and 10.47.02.10 Detoxification Services) and are sufficient for OHCQ certification for both levels of care. The policies and procedures must be reviewed by and approved by the County's Contract Administrator within 90 days of execution of this Contract. The minimum required medical and clinical protocols, policies and procedures to be established are:

1. a written policy and procedure for the intake, admission and initial evaluation to the program, including a plan for admissions on an urgent basis 365 days per year. Priority for admission will be given to persons who are federally designated priority populations and present a public health risk, including pregnant women, injection drug users (heroin), persons who have HIV/AIDS or another communicable disease, and to persons already participating within the County's continuum of substance abuse treatment. Per the *ADAA Conditions of Award*, pregnant women are to be admitted within 24 hours of request for admission. The written policy and procedure for intake and admittance of consumers must include:

a. a requirement that all persons who enter the facility are to be medically cleared by the appropriately licensed medical personnel within 23 hours. Consumers must meet medical necessity for admission, but must also be medically and psychiatrically stable for either level of care. If a person requires treatment for a medical or psychiatric condition prior to admission, the Offeror must not admit that individual. In such instances, once appropriately licensed medical personnel have determined that the person's condition is sufficiently stable to participate in the program, the Offeror may admit the individual for treatment if the person still requires ARTC's services;

b. a requirement that written evaluation of the consumer's psychosocial, medical, and addiction treatment and behavioral health needs (COMAR 10.47.02.10) be completed within 24 hours of admission, include current ASAM criteria, and address co-occurring mental health disorders and any special needs, including limited English proficiency, and physical or cognitive disabilities. Any patient who is prescribed and/or taking psychotropic medications must have a mental health screening as part of the initial assessment; within 72 hours, an assessment of need for pharmaceutical or other clinical intervention must occur. In addition, at time of admission and throughout the treatment episode, persons diagnosed with Opioid and/or Alcohol Dependence are to be assessed for pharmacotherapy or

medication supported treatment, provided education and consultation on available treatment options, and prescribed such medication as medically and clinically appropriate;

c. a requirement that all persons who are admitted for treatment be assessed for eligibility for publicly funded insurance through Maryland Medical Assistance (MA), Primary Adult Care (PAC) or other programs that may become available under the ACA;

d. a Memorandum of Understanding with community-based providers of medication assisted treatment (methadone) for co-management of methadone maintenance therapy and storage of medication at the ARTC site;

e. a requirement that all persons who are admitted for treatment be assessed for relapse risk and resilience, with a discharge plan subsequently developed that addresses recovery needs such as sober/supportive housing, childcare, transportation assistance for community-based treatment, social or family supports in the person's home community, and the need for a Peer Mentor or Recovery Coach; and

f. a protocol to assess medical necessity and management of treatment for persons who claim chronic pain or disabling somatic or psychiatric condition(s) that may require the use of narcotics, benzodiazepines, or stimulant drugs, including a plan for continued substance abuse treatment and pain management services within the County's continuum and/or with private medical care provider(s), following discharge.

2. a written individual treatment plan (ITP) for each consumer based upon the consumer's medical examination, psychosocial evaluation, ASAM criteria for admission and continued stay, the Treatment Assignment Protocol (TAP), and other available information that meets the requirements of COMAR 10.47.01.04. The ITP must be completed within 48 hours of admission to the Level III.7 program. The Offeror must encourage each consumer to participate in the development of his/her ITP. The Offeror must document in the consumer's record that the consumer has been informed of the opportunity to participate in the development of the ITP, the nature and extent of the consumer's participation, and the consumer's consent to the ITP. Each consumer's ITP must include:

a. a diagnosis of a primary substance abuse disorder and statement(s) of the problem areas to be addressed, including items identified in the TAP and ASAM, and assessment of a consumer's readiness to change;

b. the short and long term goals of treatment stated in measurable, behavioral terms;

c. the types of services the consumer needs while participating in the Offeror's programs;

d. the types of services the consumer needs that will be deferred until after discharge, as well as a written plan to coordinate these services with another provider of medical and/or behavioral health services; and



e. a Family Care Plan, family counseling, and support services as appropriate. Any person providing family therapy must have formal training in this modality. The Family Care Plan must include:

- (i.) assessment of consumer's service needs in relation to his/her family of origin, significant other, and/or minor children who will be involved in the treatment process and discharge plan;
- (ii) informational and educational materials available in written format and presented in group and/or individual formats that meet the needs of (adult) family members or significant others that must be offered on a regular schedule (a minimum of twice monthly); and
- (iii) strategies that inform and encourage family members and/or significant others to participate in community-based support activities such as Al-Anon, Nar-Anon, National Alliance of the Mentally Ill (NAMI) and other self-help groups.

3. when there is a documented need in the consumer's ITP, the Offeror must provide the following County-approved treatment services, directly or indirectly (by formal agreement for outside services), for each admitted consumer:

- a. medical screening and evaluation of need for further treatment;
- b. medical supervision of detoxification;
- c. individual, group, and family counseling focusing on alcohol and/or drug dependency problems and promoting an alcohol and drug free lifestyle;
- d. health, smoking cessation, and nutritional education programs;
- e. therapeutic recreational activities;
- f. psychological and psychiatric treatment services, including prescribing and monitoring medications for such conditions;
- g. medical and clinical determination of appropriateness of pharmacotherapy for treatment of Opioid and/or Alcohol Dependence in collaboration with the client; and
- h. case management to coordinate legal, medical, psychiatric, housing/shelter and continuing treatment services.

4. when a consumer requires medical services for an acute or chronic condition that the Offeror cannot provide, the Offeror must provide the consumer with a referral for evaluation and treatment of the medical condition by a community provider. In non-emergency situations, the Offeror must provide the consumer with a list of services for non-acute medical/dental conditions, ranging from office visits to emergency room care, from which the consumer may choose to have medical condition(s) evaluated. The following applies:

- a. The Offeror's Physician or licensed medical personnel acting as his/her authorized designee has the discretion to retain such persons in the treatment

program following an overnight absence from the facility of no more than 25 hours, unless a longer period is approved by the Medical Director (or designee).

b. The consumer is responsible for payment of all medical services beyond the scope of medical treatment normally provided by the Offeror. Emergency medical situations that require a 911 call will also be self-pay.

c. When evaluation or treatment of the medical issue requires the consumer to be out of the facility beyond 25 hours, or will substantially interfere with the treatment provided in the ARTC program, the Offeror must medically discharge the consumer unless otherwise approved by the Offeror's Medical Director. The decision to re-admit the consumer to the program when the medical issue has stabilized will be based on medical necessity criteria and will be determined by the Offeror's Medical Director or licensed medical professional acting as his/her authorized designee with the approval of the County's Contract Administrator.

5. a written protocol that specifies that medication will only be administered to consumers with the specific authorization of the consumer's physician and in accordance with federal, state and local laws and regulations;

6. a written protocol that specifies medications that are contraindicated in the treatment of addictive disorders and will not be administered to consumers, regardless of pre-existing authorization from a community-based physician;

7. a mechanism and a protocol to coordinate the provision of services to each consumer with other agencies to whom the County or Offeror refers the consumer, or with other agencies providing services to the consumer and/or family. The Offeror must abide by federal confidentiality laws and regulations including those as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, and 42 CFR Part 2, including execution of valid releases of information from the consumer prior to contacting other service providers. Coordination of services with the County's central assessment and referral site and referrals for continued substance abuse treatment within the continuum of care must be made electronically via SMART or its successor system;

8. a mechanism and a protocol to obtain and document the approval of the County prior to the discharge of a consumer from the ARTC program for noncompliance with the consumer's ITP. If the consumer poses an immediate threat to the health and/or safety of staff and/or other residents as determined by the Offeror, then the Offeror may discharge the consumer without the prior approval of the County. The Offeror must document and justify the reason for a consumer's discharge from the program in the consumer's written record and notify the County within 24 hours by a phone message left with the County's Program Monitoring Unit;

9. a mechanism and a protocol for consideration of re-admission of persons who may have previously been unable to complete treatment due to medical, behavioral or other reasons and are placed on a "watch" or "do not admit" status, including a protocol for review or appeal of denial of access to care by the Clinical Director, Medical Director or designee, a consumer representative, and the Contract Administrator.

- J. The Offeror must establish written clinical and medical practice guidelines that meet County requirements to provide consumers with referrals for continued treatment of substance dependence and/or co-occurring disorders within the County continuum of care. Persons who are discharged with a “successful” completion will be referred directly by ARTC (via consultation and release of applicable records contained in SMART or its successor system) to another provider within the County’s continuum. Persons who are therapeutically discharged or otherwise do not complete treatment will be referred to the County’s Access to Behavioral Health Services (ABHS) for evaluation and placement in an appropriate treatment program. The Offeror must complete a discharge summary that includes date of admission and discharge, progress while in treatment, recommendations for continued substance abuse treatment, and other referrals provided/recommended for needs identified in the ITP. The discharge summary is to be completed within 48 hours of the discharge event and is to be made available (with proper consents) to the subsequent treatment provider and/or ABHS via SMART or its successor system.
- K. At the inception of the Contract term, the Offeror must develop and implement a plan, to be approved by the County, to obtain OHCQ certification for multiple levels of care and maintain this certification during the term of this Contract. Throughout the duration of the Contract period, the Offeror must notify the County of any denial, probation, suspension or revocation of certification. This will include a disaster recovery plan for maintenance of the clinical and residential aspects of the ARTC program.
- L. The Offeror may elect to become JCAHO-accredited during the term of the Contract. If programmatic changes are needed to maintain JCAHO accreditation as a result of a JCAHO review, the Offeror must obtain approval from the County before making those changes if there will be an additional cost to the County. Any program changes will not be approved if they are less than equivalent to the Scope of Service or COMAR.
- M. Throughout the Contract term, the Offeror must maintain documentation verifying that each administrative and clinical staff member has reviewed a copy of the service, medical, and clinical policy and procedure manual within three weeks of employment, and annually thereafter, as part of in-service training for staff. Knowledge and compliance with the policies and procedures of the ARTC program must be verified and documented during the employee’s probationary period.
- N. The Offeror must present and implement a written client satisfaction survey as part of an overall plan for Continuous Quality Improvement (CQI) within 90 days of Contract execution. The Offeror must develop measures or targets of program improvement for CQI purposes that link to improved client engagement and retention, as well as improved customer satisfaction. The Offeror's measures of program improvement are subject to County approval. For the duration of the Contract term, a written report and summary of CQI activities must be provided to the County every 90 days, in addition to an annual summary of data and corrective actions taken. (See Performance Measures for minimum requirements of Customer Satisfaction Survey.)
- O. All parties to the Contract are required to comply with HIPAA regarding the electronic exchange, privacy and security of health information.
- P. In addition to data collection and reporting activities described in *Records and Reports*, the Offeror must participate in any data collection regarding ARTC program outcomes that any

funding source may require. It is important to note that reporting requirements are subject to change

Q. The Offeror must comply with the Human Services Agreement Manual of the Maryland Department of Health and Mental Hygiene (DHMH) Section 2251.40.

R. Within six months of Contract execution, the Offeror must develop a written policy and procedure, subject to County approval, for the transfer or disposition of the Offeror's a) caseload of County-referred consumers and b) facility and any contents, equipment or other materials purchased with public funds upon termination of this Contract. The Offeror must implement the policy and procedure for caseload transfer or disposition upon written notice from the County. The Offeror's caseload transfer or disposition policy must address:

1. the time period for the completion of the transfer or disposition of Offeror's caseload;
2. the plan to maintain and secure archived client records and program documents that contain client identifying information (i.e., facility or nursing log books) in accordance with state, federal, and local laws and regulations including those specified in COMAR, Title 42 CFR, and HIPAA requirements;
3. the Offeror's plan to ensure that adequate consumer services are continued;
4. the County's right to review and make a determination of the need of each of the consumers served through this Contract for continuing care and financial assistance; and
5. a plan for facility transition, including an inventory of keys, equipment and furnishings and any leases for office or kitchen equipment and services such as telephone, Internet, and cable television to be provided at least 30 days before the contract term expires.

S. The Offeror must establish and maintain a schedule of consumer fees for treatment and, if applicable, a minimum payment for room/board, as well as a method of charging and collecting fees from consumers, their insurance provider(s), and their families. This protocol must be approved by the County within 30 days of the start of direct services under the contract resulting from this solicitation. As required by the ADAA Conditions of Award, the Offeror must develop and implement a plan, to be approved by the County, to promote enrollment of eligible consumers in publicly funded insurance programs and pursue payments on behalf of consumers from all appropriate third party payers for services that are billable, such as MA or PAC. Indigent Montgomery County residents cannot be denied admission based on inability to pay for services or an outstanding balance for services previously provided by the ARTC program. Fees will be retained by the Contractor and credited against expenses/payments invoiced to the County.

T. The Offeror must develop and implement a written service policy and procedure, approved by the County, for the implementation of Recovery-Oriented Systems of Care services for consumers to be discharged from ARTC. These services must focus on continuity of care as established in guidelines to be issued by the ADAA, including access to a regional coordinator for assistance under the Access To Recovery grant awarded to the State of Maryland. The Offeror's protocol must include coordination with other residential and outpatient treatment providers, homeless and income support programs, and care coordination for continuity of medical and psychiatric needs of consumers as they transition back into the community. These

services must focus on early recovery issues and motivational enhancement for consumers, while supporting engagement in 12-Step programming, maintaining abstinence, and transitioning to the next level of care. Documentation is to be maintained in the patient's written record.

### III. RECORDS AND REPORTS

A. Consumer Records: The Offeror must develop and implement a plan, within 14 days of execution of the contract and to be approved by the County, to maintain a system of written records which conform to the certification standards specified by COMAR §10.47.01.08 and which comply with HIPAA and 42 CFR Part 2. As stated in Paragraph 9, Documents, Material and Data, of the General Conditions of Contract Between County and Contractor, the Offeror must make available to the County all consumer records, including specific medical information contained therein, upon request by the County. Each consumer record at a minimum must include:

1. a unique patient identifier constructed or pre-existing in SMART;
2. the results of the consumer's medical examination which was completed by a licensed physician, physician's assistant, or nurse practitioner within 24 hours of the consumer's admission to the facility, including notation of any current medical and/or psychiatric conditions, allergies and laboratory reports;
3. the criteria for admission, continued stay and discharge must include documentation on the seven dimensions set forth in current ASAM;
4. the intake information including demographic information, the TAP, and a written evaluation of the consumer's psychosocial and addiction treatment needs;
5. the consumer's individual treatment plan as described in the Work Statement/ Specifications, with progress notes completed daily;
6. notation of any critical incidents, documented by the Offeror on the day of occurrence; and
7. a discharge summary that includes a referral for continued care for consumers who successfully complete the program or, for those who are discharged prior to completion, the purpose and justification for the consumer's termination from the program and a referral to ABHS, in a narrative format approved by the County.

B. Quality Review System: The Offeror must develop and implement a plan, within 14 days of execution of the contract and to be approved by the County, to maintain an internal quality review system that includes a customer satisfaction survey and a mechanism for addressing customer complaints, resolving grievances of consumers (COMAR §10.47.01.07) and employees, and taking corrective action following critical incidents. A quality improvement committee must be established and be empowered to routinely review and revise clinical and operational matters of this facility. The Quality Improvement Committee will report quarterly to the County on its efforts and progress, in a format approved by the County.

C. Utilization Rate: The Offeror must develop and implement a plan, within 14 days of execution of the contract and to be approved by the County, to maintain a utilization rate of 90% or better for Level III.7.D for the minimum of 14 beds allotted specifically for admission of Montgomery County residents and a rate of 85% or better for the minimum of 35 beds allotted for Montgomery County residents in the III.7 level of care. The Offeror must develop and implement a plan, to be approved by the County, to provide the County with a daily census for all levels of care, a waiting list (including persons seeking re-admission within 12 months) and a monthly report of the utilization and occupancy rates by the 15<sup>th</sup> of the subsequent month. Any discrepancies between the Offeror's report and SAMIS or SMART or successor system data must be reconciled within 10 business days.

D. Annual Audit: The Offeror must provide evidence of an annual audit affirming solvency and fiscal practices of the organization that meet standard accounting requirements and, if applicable, terms or conditions that apply to a section 501(c)(3) organization.

#### IV. PERFORMANCE MEASURES

A. The Offeror must provide an annual report to the County, which must accompany the year-end invoice, detailing Contract achievement of the County's goal of providing effective treatment for individuals suffering from substance abuse disorders and mental illness, as measured by the aggregate number and percentages of consumers who:

1. complete a safe detoxification;
2. complete detoxification (Level III.7.D) and continue into another level of care within the ARTC program;
3. complete detoxification and continue into another level of care within the community within 20 days of discharge from the ARTC program;
4. are referred for and/or receive housing assistance, preventing homelessness and/or eviction;
5. complete applications for entitlement programs such as MA and PAC, and the number who are subsequently approved for benefits;
6. have co-occurring disorders and are provided access to mental health care within the ARTC program;
7. have family members who attend services available on site; and
8. based on a follow-up sampling of those consumers who attend another level of care, achieve the following objectives within 90 days of discharge:
  - a. become employed
  - b. pay for treatment services (from ARTC)
  - c. remain arrest-free while in the next level of care

d. attend 12-step fellowship




e. are accepted for ATR services funded by ADAA

9. do not return to ARTC for further treatment within 12 months of completion of and discharge from the treatment program.

B. On a monthly basis the Offeror must also report on the utilization rate by Montgomery County residents of detoxification and intermediate care beds, the number waiting for admission (by gender) at the start and end of each month, the average number of days on the wait list (by gender) for each patient admitted, and the units of service provided to consumers with Limited English Proficiency. This report must accompany the monthly invoice.

C. The Contractor must also report, within 15 days of the end of each calendar quarter and along with the previous month's invoice, the percentage of participants who are satisfied with the services provided by the ARTC program, as reflected in the customer satisfaction survey administered to all clients. At a minimum, the survey must contain the following:

How would you rate your recent experience with this program or service in each of the following areas:

	Very Satisfied 	Satisfied 	Not Satisfied 	Very Unsatisfied 	Don't Know/ Not Applicable
Responsive/Timeliness					
Courtesy/respect					
Overall Experience					

## SECTION D - PERFORMANCE PERIOD

### 1. TERM

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends on June 30, 2012. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four times for one year each, plus one additional period not to exceed one year for the sole purpose of transfer and disposition of the Contractor's caseload of active clients.

### 2. PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price

adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

## **SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**

### **1. PROCEDURES**

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews may be conducted with the three highest scoring offerors, based on the QSC's score for each written proposal, that achieve a score of at least 70 points. The interview criteria are listed below under Section E.2.b. The QSC will also review an offeror for responsibility.
- c. The QSC will recommend award to the highest ranked offeror based on the QSC's combined written and interview score, as well as its responsibility determination;
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

### **2. Evaluation Criteria**

#### **a. Written Proposal Evaluation Criteria**

The QSC will evaluate the written proposals based on the following criteria:

**POINTS**



1.	Offeror's documented ability and experience in providing medically monitored intensive inpatient treatment and detoxification services to alcohol and/or drug dependent men and women and/or individuals with co-occurring disorders.	20
2.	Offeror's proposed program content, including objectives, tactics, goals, and plan to implement medically monitored intensive inpatient treatment and detoxification services, as well as education about infectious disease, smoking cessation, and wellness.	20
3.	Offeror's proposed team structure, including staffing responsibilities, areas of specialization, administrative, and staffing capacity to operate medically monitored intensive inpatient treatment and detoxification services for ethnically and culturally diverse populations.	20
4.	Offeror's proposed cost and justification for the annual line item budget, including indirect costs, start-up costs, timetables for service delivery, and intended non-County resources of revenue. See Attachment I	20
5.	Offeror's proposed plan to facilitate and manage services, implementing evidence-based practices that promote/support treatment retention and ROSC efforts, and motivation to continue treatment.	20

Highest possible written proposal evaluation score:

100

b. Interview Criteria

The QSC will evaluate interviews based on the following criteria:

POINTS

1.	Experience and evidence-based knowledge of issues that affect alcohol and/or drug dependent men and women and/or individuals with co-occurring disorders	25
2.	Knowledge of county/community resources, plan for inter-agency collaboration, and experience with discharge planning with this population	20
3.	Experience in and ability to handle problems that might occur during the course of treatment, and approaches used.	15
4.	Offeror's proposed staffing plan, including recruitment strategies, selection criteria, supervision policies, peer mentors or recovery coaching, and opportunities for continuing education	20
5.	Offeror's proposed cost and justification for the annual line item budget, including intended non-County resources of revenue	20

Highest possible interview evaluation score:

100

## SECTION F - SUBMISSIONS

### 1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and four (4) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.

- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- g. Minority Business Program and Offeror's Representation - Attachment C
- h. Proof of offeror's legal name, tax ID number, and profit/non-profit status. The following documents are required:
  - 1. IRS Form W-9
  - 2. Articles of Incorporation or Articles of Amendment (if applicable)
  - 3. Social Security number and name as it appears on Social Security Card (for sole proprietors)
  - 4. If non-profit, copy of IRS determination letter
- i. A copy of the Offeror's current license or certification to provide Level III..7D and III.7 detoxification and intermediate care services for alcohol and other drug dependent persons.
- j. Financial Information – A certified financial statement for the Offeror's most recently completed fiscal year.
- k. A detailed description of the Offeror's ability and experience in providing medically monitored intensive inpatient treatment and detoxification services to alcohol and/or drug dependent adults with co-occurring disorders. This should include Offeror's:
  - (1) experiential and theoretical knowledge of issues affecting alcohol and/or drug dependent adults, and adults with co-occurring disorders;
  - (2) knowledge of local, regional, and State resources related to treatment of alcohol and/or drug dependent adult men and women, and adults with co-occurring disorders, and experience in reducing barriers to accessing services and stigma for the target population; and
  - (3) knowledge of the Chronic Disease Model of treatment and experience in the application of this model in medically monitored intensive inpatient treatment and detoxification services, and the ability to provide a plan of services of thirty-six (36) or more hours of substance abuse treatment per client.
- l. A detailed plan (with program content) to implement services required by this RFP, including capacity to directly serve those in need of detoxification and intermediate care services, including individuals who need treatment for co-occurring disorders, as well as to collaborate with other agencies that provide social services, mental health or physical health care, a proposed schedule of daily activities, and a plan for 24-hour coverage.
- m. A detailed description of the Offeror's administrative, supervisory, and staffing capability and capacity to operate and manage the medically monitored intensive inpatient treatment and detoxification services, including a description of the knowledge and experience of all those who will provide services, resumes for those identified to provide services, position descriptions and minimum qualifications for those to be hired, and a recruitment plan.
- n. Offeror's proposed cost or fixed price and justification, using Attachment I. If a fixed price is offered, Attachment I is to be used to show the proposed cost elements that support the proposed fixed price. Indicate the fixed price on Attachment I as well.

- o. Offeror's proposed plan to coordinate services with the County's Contract Administrator and continuum of substance abuse treatment services and to implement evidence-based practices that enhance treatment retention and motivation to continue treatment.

## 2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F  
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.
- e. Proof of certification by ADAA to operate a program.

## SECTION G - COMPENSATION

1. Offerors may propose either a firm, fixed price, payable monthly, for all services, or a maximum compensation amount based on an approved line-item budget. Paragraphs 2 and 3 and the first sentence of paragraph 5 below will apply only to compensation based on an approved line-item budget. Paragraphs 4, 6, 7, 8, and 9, and paragraph 5 other than the first sentence will apply to both compensation arrangements. The Price Adjustment clause in Section D, above, will apply only to a firm, fixed price arrangement.
2. The Offeror's approved line item budget for the initial contract period will be included as an attachment to the final Contract resulting from this solicitation. Modifications to any line item of the approved budget during the fiscal year must be justified, in writing, by the Contractor and must be approved, in writing, by the County's Contract Monitor. No later than 90 days prior to the expiration date of the initial term or any extended term of this Contract, the Contractor must submit a line item budget for the following fiscal year (July 1 through June 30).
3. The County will reimburse the Contractor for program expenses incurred in providing the goods and services described in this Contract in accordance with the approved line item budget for the period, subject to the following limitations and conditions:
  - a. No compensation will be paid for program expenses that exceed the relevant line item in the approved fiscal year budget by 10% unless approved in advance in writing by the Contract Administrator;
  - b. No compensation will be paid for consumers admitted to the program who are not residents of Montgomery County or of another government entity with which Montgomery County or the ARTC program has entered into a Memorandum of Understanding regarding the provision of such services.

- c. No compensation will be paid for program expenses that exceed the Contractor's total approved line item budget for the fiscal year; and
- d. Compensation for goods and services is subject to the appropriation of funds by the County Council and ADAA, and review of invoices by the Contract Monitor.

4. The County will appropriate funds on an annual basis for a majority of the total cost of all goods and services required by the Contract Scope of Services. The County does not intend the funds appropriated to be the total funding for ARTC. The Contractor must generate an agreed-upon minimum commitment of revenue as shown in its approved budget. The revenue stream sources include, but are not limited to: consumer fees, Medical Assistance, Primary Adult Care (PAC), the designated Administrative Services Organization (ASO) and other third parties. The Contractor will be responsible for collecting fees from consumers and billing third party payors on behalf of consumers to offset the total cost of the ARTC program; the County is not responsible for the Contractor's failure to collect such fees.

5. Expenses incurred each month (except for June) are to be documented in monthly invoices submitted to the County within 15 days after the close of each month. The June invoice must be submitted by July 6 or, if July 6 falls on a weekend, by the next business day thereafter. The Contract Monitor must approve the format for monthly invoice submissions and reports, as these will document service delivery to consumers and the program's progress in achieving performance goals. Statistical reports are to be exported from Maryland's designated information management system on a monthly basis, with quarterly and annual summaries. Customer satisfaction and quality assurance reports are to be submitted quarterly, with an annual summary report due within 15 days of the end of each applicable fiscal year (a fiscal year for the contract runs from July 1 through the following June 30).

6. The Contractor's monthly invoices will not be processed if other contract requirements, such as timely and accurate submission of reports to the County and State, have not been met.

7. Monthly invoices are to delineate the amount and source of fees and other revenues collected from and on behalf of clients served. Revenue is to be applied to the total cost of program operations as a reduction to the amount due from the County. Revenue will be applied as it is collected and be credited toward the fiscal year in which such services were provided.

8. The Offeror is expected to solicit contracts and enter into other formal agreements with government entities and insurance companies for the use of up to six (6) beds in Level III.7.D (in addition to the 14 beds for County clients) and no more than five (5) beds in the Level III.7 service for non-County, non-indigent adults in need of this level of service, subject to the County's right (see paragraph 9, below) to purchase this capacity<sup>2</sup>. These beds are to be occupied on a fee-for-service, per diem basis. Revenues obtained from such external agreements in excess of the amount shown in the Offeror's approved budget will be applied as a reduction to the amount of the total operating budget reimbursable by the County. The County will not be liable for and will not reimburse the Offeror for expenses incurred for the operation of this portion of the program. Any delinquency in recouping revenue will be at the sole risk of the Offeror; the County is not responsible for the Offeror's failure to collect such revenue. The Offeror must provide quarterly reports to the County on the expenses incurred, the revenue due (accounts payable) and the actual receipts. The County and the Offeror will reconcile expenses against receipts in the 12<sup>th</sup> month and again 90 days after the end of the Fiscal Year with any amount due back to the County returned no later than October 15<sup>th</sup> of the subsequent fiscal year.

<sup>2</sup> As noted earlier, depending on funding availability, the County may initiate a construction project with this facility that will potentially impact capacity and future operational costs. Therefore, the figures provided are subject to change.

9. For each Contract renewal period, the County has the option to purchase the use of up to six additional beds for the Level III.7.D service and up to five additional beds for the Level III.7 service at the actual per diem cost. If the County elects to purchase any additional beds above the minimum 14 Level III.7.D beds and the 35 Level III.7 beds, it will notify the Offeror in writing not later than 60 days prior to the beginning of the renewal period. For each renewal period for which this option is exercised, the Offeror must provide the additional purchased capacity for Montgomery County clients regardless of arrangements made.

## **SECTION H - CONTRACT ADMINISTRATOR**

### **1. AUTHORITY**

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

### **2. USING DEPARTMENT**

The contract administrator for any contract resulting from this solicitation will be Jeri Cauthorn.

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

## **SECTION I - SPECIAL TERMS AND CONDITIONS**

Not Applicable

## **SECTION J - ETHICS**

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
  - (a) another party in the matter; or
  - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

**ATTACHMENT A****REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**ATTACHMENT B****METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**In pricing section of contract:**OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Alexandria Sanitation Authority	_____	_____	Commission
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County Public Schools	_____	_____	Metropolitan Washington Council of
_____	_____	Bladensburg, Maryland	_____	_____	Governments
_____	_____	Bowie, Maryland	_____	_____	Montgomery College
_____	_____	Charles County Public Schools	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	OmniRide
_____	_____	District of Columbia Courts	_____	_____	Potomac & Rappahannock Transportation
_____	_____	District of Columbia Public Schools	_____	_____	Commission
_____	_____	District of Columbia Water & Sewer	_____	_____	Prince George's County, Maryland
_____	_____	Authority	_____	_____	Prince George's County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince William County Service
_____	_____	Falls Church, Virginia	_____	_____	Authority
_____	_____	Fauquier County Schools & Government,	_____	_____	Rockville, Maryland
_____	_____	Virginia	_____	_____	Spotsylvania County Schools
_____	_____	Frederick, Maryland	_____	_____	Stafford County, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Gaithersburg, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Greenbelt, Maryland	_____	_____	Vienna, Virginia
_____	_____	Herndon, Virginia	_____	_____	Virginia Railway Express
_____	_____	Leesburg, Virginia	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Winchester, Virginia
_____	_____	Manassas, Virginia	_____	_____	Winchester Public Schools
_____	_____	City of Manassas Public Schools	_____	_____	

Vendor Name

**Minority Business Program & Offeror's Representation**

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

---

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.





**Montgomery County MFD Report of Payments Received For Office Use  
Office of Business Relations and Compliance**

**SAMPLE ONLY! NOT TO BE USED BY PRIME**

MFD Subcontractor Company Name: \_\_\_\_\_

Prime Contractor Company Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

MFD Subcontract Amount: \$ \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ \_\_\_\_\_

TOTAL PAYMENTS RECEIVED TO DATE: \$ \_\_\_\_\_

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: \_\_\_\_\_

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

\_\_\_\_\_  
(TYPED/PRINTED COMPANY NAME)

\_\_\_\_\_  
(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SIGNATURE OF COMPANY OFFICIAL)

\_\_\_\_\_  
(DATE)

( ) - ( )  
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program  
Specialist II  
255 Rockville Pike, Ste. 180  
Rockville, MD 20850

RFP #1004366  
**ATTACHMENT D**

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

RFP #1004366  
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR  
PERFORMANCE PLAN

Contractor's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

---

2. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

---

3. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

---

4. Certified By: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_  
\_\_\_\_\_

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Department of General Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Department of General Services

Date: \_\_\_\_\_

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR’S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Director, Department of General Services

\_\_\_\_\_  
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:  
The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

RFP #1004366  
**ATTACHMENT E**

**OFFEROR'S CERTIFICATION OF COST AND PRICE**

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

**OFFEROR'S CERTIFICATION**

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

---

Name

---

Title

---

Name of Firm

---

Date of Submission

---

Signature of Authorized Representative

## **COST AND PRICE REQUIREMENTS**

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.



## MANDATORY INSURANCE REQUIREMENTS

### MANDATORY INSURANCE REQUIREMENTS

***Non-Hospital Detoxification and Intermediate Care*** Residential Substance Abuse and Intermediate Care Treatment Services Provided at County Owned Facility (Avery Road Treatment Center – ARTC)

Prior to the execution of the contract by the County, the proposed awardee must obtain at its own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

#### Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

#### Professional Liability - Psychiatric/Medical

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least ***three million dollars (\$3,000,000)*** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

#### Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

#### Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

#### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

#### Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required.

#### Certificate Holder

Montgomery County, Maryland  
Health and Human Services / Ron Berger  
401 Hungerford Drive, 6<sup>th</sup> Floor  
Rockville, Maryland 20850

RFP #1004366  
**ATTACHMENT G**

**Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

**Wage Requirements Certification**  
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).

- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) **(must specify the law, or furnish a copy of the contract or grant).**
- ☐ C. Nonprofit Wage & Health Information  
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)  
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)  
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ \_\_\_\_\_. See Section 11B-33A(d).

### Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's  
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

**NOTE:** IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

## **ATTACHMENT H**

### **Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through [www.LCPTracker.net](http://www.LCPTracker.net), within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
  - A. The name, address and telephone number of the Contractor or Subcontractor;
  - B. The name and location of the job;
  - C. Each employee's:
    - a. Name;
    - b. Current address unless previously reported;
    - c. Specific work classification;
    - d. Daily straight time and overtime hours;
    - e. Total straight time and overtime hours for the payroll period;
    - f. Rate of pay;
    - g. Fringe benefits by type and amount;
    - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not

appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

RFP #1004366  
**ATTACHMENT I**

**MONTGOMERY COUNTY  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Program Budget - FY**

Jul-11

Agency/Organization Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone/Fax/E-Mail: \_\_\_\_\_  
 RFP Number: **1004366**

**BUDGET SUMMARY**

Category	FY 11 Budget			Notes:
	Contract Funding (Montgomery County)*	Other Sources of Funding	Organizational Total	
A. Salary (Salary)	\$	\$	\$ -	Do not include fringe in salary line
Fringe Benefits (___% of salary expenses)	\$	\$	\$ -	Include the % used to calculate fringe benefits
B. Indirect and Administration (___% of contract budget)	\$	\$	\$ -	Include the % for administrative/overhead costs
C. Operating Expenses	\$	\$	\$ -	
D. Capital Expenses	\$	\$	\$ -	
<b>Total FY 11 Budget</b>	<b>\$</b>	<b>\$</b>	<b>\$ -</b>	

**FIRM FIXED FEE (If Applicable)** \_\$\_\_\_\_\_/Month

**BUDGET DETAIL**



## A. Personnel Expenses

Position	Incumbent	FTE	Annual Salary	*Contract Salary Budget = %FTE x annual salary	Fringe Benefit Rate (example 20%=.20)	Fringe	Total Salary + Fringe	Position Justification
<b>Total Personnel Expenses</b>								

## B. Indirect/Administration, if applicable

Expense Category	Cost	% of Contract
Total Indirect and Administration	\$	

## C. Direct (Operating) Expenses

Expense Category	Cost	Justification of Costs
Consulting	\$ -	
Staff Development	\$ -	
Travel	\$ -	
Rent	\$ -	
Utilities	\$ -	
Maintenance	\$ -	
Telephones	\$ -	
Other Communications	\$ -	
Equipment & Maintenance	\$ -	
Supplies	\$ -	
Insurance	\$ -	
Postage	\$ -	
Printing	\$ -	
Other Expenses (list)	\$ -	
	\$ -	

	\$							
	-							
	\$							
	-							
	\$							
	-							
	\$							
	-							
Total Operating Expenses	\$							
	-							
D. Capital Expenses, if applicable								
Description	Cost	Justification of Costs						
	\$							
	-							
	\$							
	-							
	\$							
	-							
	\$							
	-							
Total Capital Expenses	\$							
	-							